OFFICE OF THE SUPPLY COMMISSIONER 1200 MARKET ST RM 324 ST LOUIS MO 63103-2842

REQUEST FOR QUOTE 42016Q0175

PAGE 1

ADDRESS CORRESPONDENCE TO

... We agree to furnish the following articles to the City of St. Louis, free of any extra charges, in the quantity named and at the prices respectively stated:

ТО

S LAMBERT AIRPORT
H CENTRAL STORES
4780 ST ANDREW LANE
BRIDGETON MO
T

63044

SEE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS QUOTATION SHEET.

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/14/15				

REPLY DUE BY: 11/05/15 12:00 O'CLOCK NOON UNIT **NEEDED BY** QUANTITY UNIT **AMOUNT** PRICE DATE NUMBER NO. REQ LINE NUMBER : 0001 1 EA AIRP | 16R017501 FLAIL MOWER SYSTEM TO BE SUPPLIED & INSTALLED ON LAMBERT AIRPORT TRACTOR #254 JOHN DEERE MODEL 6410, SERIAL NUMBER LD6410V296031. ALL DEVIATIONS MUST BE STATED ON THE ATTACHED DEVIATION SHEETS. BIDDERS PLEASE CHECK/COMPLETE BELOW: ( ) FREIGHT IS INCLUDED IN THE QUOTED PRICE ( ) WE WILL CHARGE FOR FREIGHT/DELIVERY IN THE AMT OF: \$ -----PRODUCT NO. ----OR ACCEPTABLE EQUAL: UNLESS "NO SUBSTITUTE" ALLOWED MANUFACTURER BRAND AND/OR CATALOG DESCRIPTION IN SPECIFYING ANY ITEM DOES NOT RESTRICT BIDDERS TO THAT MANUFACUTERER BRAND OR CATALOG DESC. IDENTIFICATION THE BIDS SUBMITTED MUST BE OF SUCH CHARACTER, QUALITY, AND/OR EQUIVALENCE THAT IT WILL SERVE THE PURPOSE FOR WHICH IT IS TO BE USED EQUALLY WELL AS THAT SPECIFIED, AND BE ACCEPTABLE TO THE USING DEPARTMENT. BIDDER MUST FURNISH COMPLETE DATA AND INFORMATION FOR ITEMS BID THAT DO NOT MEET THE SPECIFICATIONS LISTED IN THE BID. TOTAL -COMPTROLLER Date NAME OF FIRM STATE DELIVERY:

NAME OF FIRM

ADDRESS

CALENDAR DAYS

CITY

STATE

SIGNED BY:

SUPPLY COMMISSIONER

Date

PHONE

Area Code ( )

OFFICE OF THE SUPPLY COMMISSIONER 1200 MARKET ST RM 324 ST LOUIS MO 63103-2842



42016Q0175

PAGE 2

ADDRESS CORRESPONDENCE TO

ТО

Area Code (

... We agree to furnish the following articles to the City of St. Louis, free of any extra charges, in the quantity named and at the prices respectively stated:

S H I P

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LAMBERT AIRPORT CENTRAL STORES 4780 ST ANDREW LANE BRIDGETON MO

63044

SEE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS QUOTATION SHEET.

			. = =	
DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/14/15				

REPLY DUE BY: 11/05/15 12:00 O'CLOCK NOON UNIT **NEEDED BY AMOUNT** QUANTITY UNIT PRICE DATE NUMBER NO. BIDS WILL BE AWARDED BASED ON OFFICIAL SPECIFICATIONS PROVIDED BY SUPPLY DIVISION ONLY & ANY RELATED ADDENDA. ALL INQUIRIES MUST BE IN WRITING (LETTER/E-MAIL/FAX) TO THE FOLLOWING BUYER JOHN CASSIDY - CASSIDYJ@STLOUIS-MO.GOV FAX# 314-622-4141 PHONE# 314-622-4596 CHECK HERE IF YOU WANT A BID TABULATION: ALLOW 30 DAYS FOR RESULTS STATE BEST GUARANTEED DELIVERY: A.R.O. ALL ITEMS SHALL BE F.O.B. DESTINATION FREIGHT OR DELIVERY CHARGES MUST BE INCLUDED IN QUOTE OR INDICATED BELOW IN ORDER TO RECEIVE PAYMENT! ) FREIGHT IS INCLUDED IN THE QUOTE PROVIDED - DR -) WE WILL CHARGE \$ FREIGHT/DELIVERY THE CITY RESERVES THE RIGHT TO SPLIT AWARDS, VENDOR MUST INDICATE (SPLIT) OR (ALL OR NONE) FOR MULTI LINE BIDS. ----BIDDING "ALL OR NONE" SPLIT AWARD ACCEPTABLE TOTAL -> COMPTROLLER Date STATE DELIVERY: NAME OF FIRM CALENDAR DAYS **ADDRESS** SIGNED BY: CITY STATE SUPPLY COMMISSIONER PHONE

Area Code (

OFFICE OF THE SUPPLY COMMISSIONER 1200 MARKET ST RM 324 ST LOUIS MO 63103-2842



4201600175

PAGE

ADDRESS CORRESPONDENCE TO

... We agree to furnish the following articles to the City of St. Louis, free of any extra charges, in the quantity named and at the prices respectively stated:

T O

LAMBERT AIRPORT CENTRAL STORES 4780 ST ANDREW LANE BRIDGETON MO

63044

SEE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS QUOTATION SHEET.

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/14/15				

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REPLY DUE BY: 11/05/15 12:00 O'CLOCK NOON UNIT NEEDED BY QUANTITY UNIT **AMOUNT** PRICE DATE NUMBER NO. PLEASE PROVIDE CONTACT INFORMATION FOR THIS BID: NAME: E-MAIL: PHONE: ORDINANCE #60643 - A CITY OF ST LOUIS BUSINESS LICENSE IS REQUIRED IF YOUR COMPANY MEETS ANY OF THE FOLLOWING: (CHECK AS APPROPRIATE): ---- BUSINESS IS LOCATED WITHIN THE CITY LIMITS ---- DELIVERY WITHIN CITY LIMITS IS BY COMPANY TRUCK ---- SALES CALLS ARE MADE WITHIN THE CITY LIMITS VENDORS SHOULD NOTE IF THEY ARE MINORITY OR WOMEN OWNED BUSINESS (CHECK) MBE +---- WBE-----LIST ITEMS MANUFACTURED, ASSEMBLED OR PRODUCED IN A FOREIGN COUNTRY ON THE ENCLOSED (BUY AMERICAN) FORM FOR BIDS TOTALING \$1,000 OR HIGHER TOTAL -COMPTROLLER Date NAME OF FIRM STATE DELIVERY: CALENDAR DAYS **ADDRESS** CITY STATE SIGNED BY: SUPPLY COMMISSIONER Date PHONE

OFFICE OF THE SUPPLY COMMISSIONER 1200 MARKET ST RM 324 ST LOUIS MO 63103-2842



REQUEST FOR QUOTE 4201600175

PAGE 4

ADDRESS CORRESPONDENCE TO

stated:

Area Code (

... We agree to furnish the following articles to the City of St. Louis, free of any extra charges, in the quantity named and at the prices respectively stated:

S H I P T O

LAMBERT AIRPORT CENTRAL STORES 4780 ST ANDREW LANE BRIDGETON MO

63044

SEE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS QUOTATION SHEET.

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/14/15				

REPLY DUE BY: 11/05/15 12:00 O'CLOCK NOON UNIT **NEEDED BY QUANTITY** UNIT **AMOUNT** PRICE NUMBER DATE NO. \*\*\*\*\*\*\*\*\*\* WEBSITE INFORMATION \*\*\*\*\*\*\*\* \* TO DOWNLOAD SUPPLY BIDS GO TO: × \* \* HTTP://STLOUIS-MO.GOV/SUPPLY/BID-NOTICES.CFM \* 70 \* CLICK ON BID NOTICES × \* TOTAL -COMPTROLLER Date NAME OF FIRM STATE DELIVERY: CALENDAR DAYS **ADDRESS** SIGNED BY: CITY STATE SUPPLY COMMISSIONER Date PHONE

of (1) year. For any offer to be considered, all items must be of a standard production model, "not" modified for supplied, by the bidder, the bid submitted will be considered non-responsive and will automatically be rejected The manufacturer shall also guarantee equipment against defects in workmanship and materials for a period bid purposes. It is a requirement of this bid that vendors submit the pertinent information requested in each heavy-duty model available. The manufacturer shall furnish parts and operation manuals for the unit(s) bid. section marked "(VENDOR REQUIREMENT)". In the event the requested material and responses are not It is the purpose of the following specifications to describe a self propelled, flail type mower which mows point hitch mounted, PTO driven flail mower. The unit shall be of the manufacturer's current production directly to each side, in front of the right rear tire, but behind the front tire, and has a rear mounted three model, meeting or exceeding the terms of these specifications. Unit(s) shall be the manufacturer's most

Safety and Testing

Shall meet the following industry standards: SAE: J1001, J284, J990, J1065. ANSI/ASAE- S201.4, S203.13, S205.2, S279.12, S350, EP363.1. ASTM: A370. (VENDOR REQUIREMENT)Submit compliance report signed by a registered Professional Engineer(PE)

consisting of a horizontal bar that is welded to the front cross tube with a 3/8" thick styrene butadiene rubber Safety Shielding must include Foot Probe guarding as described in SAE Standard J1001. A safety guard attached to the bar shall be standard on all side and rear flails.

Non-restrictive mower control valve shall stop cutter assembly in seven (7) seconds at full RPM.

Total cutting width shall be not less than 21' 6" of actual cut.

Travel and transport positive hook and pin locks shall be required. Rubber deflector shield shall be bolted to back of bonnet.

Standard rotation models shall have internal formed steel baffle. Reverse rotation models shall be equipped with front deflector.

## Side Flail Mower

Cutting width shall be at least 90" of actual cut each. Side flail cutter assembly shall be flail type, hydraulically powered. Rear flail cutter head assembly weight shall be a minimum of 1,215 lbs.

## PAGE 1 OF 7 STATE ANY DEVIATIONS

PAGE 2 OF 7

STATE ANY DEVIATIONS

## Side Flail Mower cont.

Cutter head arc shall be 1500 from vertical position (Rear unit).

Cutting height shall be infinitely adjustable from -1/2" to +6". (It shall not be necessary to remove the roller mounting brackets to adjust cutting height)

## Mounting System

Mainframe of the mower shall be attached to the tractors front bolster and rear end housing with the lift assembly supported by the mid of the tractor.

Lift assembly shall have one single acting and one double acting hydraulic cylinders controlling inboard and linkage to a double acting cylinder, allowing precise operation of cutting assembly. A single acting cylinder outboard ends of cutter head. Cutter Head control (tilt) shall be accomplished by means of direct connected provides lift for the cutter head assembly.

#### Hydraulics

Hydraulic motor shall have an output rating of 81 H.P.

Motors shall have cast steel housing with steel gears.

Hydraulic pressure connections shall meet SAE O-ring and JIC standards.

manufacture. Reservoir shall have an in tank filter rated at 75 GPM, 10 micron, 200 beta, element with bypass, pressurized to 3 PSI. (VENDOR REQUIREMENT) Submit material used to treat reservoir (include MSDS restriction gauge, minimum (1) one PSI pressure at suction outlet and have ball valve at suction line. Tank Reservoir shall be internally treated against corrosion with industry approved chemical agent at time of sheet). Type, design and micron size of filter element.

Hydraulic oil shall meet a cleanliness standard of ISO 46 rating. (VENDOR REQUIREMENT) Submit report of oil sample used.

Hydraulic pump shall be tandem gear type with a rating of 136 input H.P, producing 60 GPM (30 GPM each section) at 3,500 PSI.

## Hydraulics cont.

Pressure and return system hoses shall be 1" unrestricted inside diameter. Hoses shall have a burst pressure of four (4) times working pressure.

Mower lift functions shall be supplied by tractors remote lift valves.

Mower control valve shall stop cutter assembly in maximum of 7 seconds from full RPM. (VENDOR

REQUIREMENT) State time to stop from full RPM.

IDS-G169, class 5.6. ISO cleanliness rating. (VENDOR REQUIREMENT) Submit method of cleaning and Hydraulic hoses and tubes shall be cleaned with pneumatic, triple projectile cleaning, and shall maintain a standard met. Suction line shall be an unrestricted 1-1/4" inside diameter. (Specifically excluding suction filters and screens)

## Cable Control Lift Valve

Mower lift control levers shall be of the single action design. Levers shall be pre-loaded to the center position, and have a force of not more than 15 lbs. at full travel. Lever action shall be symmetrical +or- 300 maximum ever on mounting center line. Control levers shall have a working load of not less than 100 lbs. (VENDOR REQUIREMENT) Submit manufacturer, model, and part number of component.

covering and shall have a heat range of not less than -650 F to +2250 F. Core shall have a nominal movement of have a 1 x 7 Core with nylon covering. Core shall be not less than .93" diameter, covered to .125" diameter with high efficient conduit cover. Conduit cover construction shall have a polyethylene liner with black polyethylene 2", with bulkhead end and grooved end for attachment. Terminal ends shall be constructed of stainless steel rod, Mower lift control system shall be mechanically controlled by stainless steel, polyethylene cables. Cables shall with brass plated tube. (VENDOR REQUIREMENT) Submit manufacturer, model, and part number of

## PAGE 3 OF 7 STATE ANY DEVIATIONS

Cable Control Lift Valve cont.

compensation. Valve shall provide precision metered spools with metering notches. The valve shall have a low oad sense line to load sense pump(fixed displacement pump systems shall incorporate an inlet unloader option). relationships), fully interchangeable spools, shuttle disk type load sense control with neutral drain to tank, and priority flow capability. Valve shall have load checks in each valve section. System shall incorporate a single All functions shall be protected by individual pilot operated, port pressure relief valves, equipped with built in operating effort, and a working capability of 3,000 PSI. Valve shall have chrome plated, tapered, and metered Mower lift, hydraulic control valve, shall be closed center, load sense, sectional valve, with individual section spools, and employ individual pressure compensated work sections, flow divider (principle to maintain flow anti-cavitation check valves, and provide a detented float position.

### Cutting Head

Drive belt system shall have automatic belt tightener. (Specifically excluding back bend belt tightener)

Cutter head arc shall be 1500 from vertical position.

Cutter head shall have replaceable skid shoes.

Cutter head shall have a minimum of 20-1/4" of inboard travel.

Cutting bonnet thickness shall be 10 gauge, 80,000 lb. yield steel with 1/2" drive side and 3/8" carrier side steel end plates.

Cutting head shall have replaceable skid shoes.

### Cutter Shaft

Cutter head shall have 96 forged, hardened to 40-50Rc, self-cleaning, reversible all-purpose knives, or 48 smooth cut grass knives. (VENDOR REQUIREMENT) Vendor to indicate type material and hardness of cutter knives. Cutter shaft shall have operating speed of 2,400 RPM at rated tractor RPM.

Cutter shaft shall be a minimum of 6" diameter and 3/8" wall with 2 3/16" diameter bearings, bearings shall be manufactured in the US. Each Bearing race shall have 2 set screws, counter-sunk into cutter shaft end shaft to

## PAGE 4 OF 7 STATE ANY DEVIATIONS

PAGE 5 OF 7 STATE ANY DEVIATIONS

## Cutter Shaft cont.

prevent movement. (VENDOR REQUIREMENT) Vendor shall indicate: Country of bearing manufacture, size, and bearing attachment type.

Cutter shaft shall have maximum clearance of 3/32" from bearing wrap protection.

Knife swing circumference shall be a minimum of 58 1/2".

Knife interchangeability shall not require change of cutter shaft.

## **Ground Roller**

Ground roller shall be 6 5/8" diameter, with a self-cleaning mounting system.

The ground roller assembly shall have a stationary sleeve bearing positioned on mounting shaft extending from either end. (Specifically excluding ball, tapered, double-tapered, or roller type bearings)

The housing shall have a stationary helical flight and seal guard fitted internally into ground roller, extending into inboard end of mounting shaft. The outboard end shall have a thrust bearing within the vertically position able bearing housing. An O-ring shall substantially surrounds the thrust bearing held in place by a groove formed the end of ground roller assembly. The bearing housing shall be connected to a flexible bearing seal on the within the vertically position able bearing housing.

Internal stub shafts shall be axially and radially designed and are replaceable.

No externally mounted bearing cap shall extend beyond vertically position able housing. (VENDOR REQUIREMENT) Vendor shall describe Roller System, no exception or deviation will be accepted.

## Flail 102" Rear Flail Mower

Cutting width shall be at least 102" of actual cut.

Cutting assembly shall be flail type, mechanically powered by tractor's PTO.

Flail mower assembly weight shall be a minimum weight of 1,610 pounds.

Cutting height shall be infinitely adjustable from -1/2" to +6". (It shall not be necessary to remove the roller mounting brackets to adjust cutting height)

## Flail 102" Rear Flail Mower cont.

Tractor's three (3) point hitch system shall be used for mower's lift system.

## Mounting System

Unit shall have three (3) point hitch Category II mountings.

### Drive System

PTO shaft shall have a minimum rating of 65 horsepower.

Gearbox shall be reversible, rated at 90 HP constant & 135 HP intermittent.

Drive belt system shall have automatic belt tightened. Rated at 81 HP. (Specifically excluding back bend belt tightened).

### Cutting Head

Cutting head shall have replaceable skid shoes.

Cutting head shall be rated for 540 RPM PTO.

Cutter head shall have PTO shaft storage yoke.

Cutting head bonnet thickness shall be 10 gauge, 80,000 lb. yield steel with 1/2" drive side and 3/8" carrier side steel end plates.

### Cutter Shaft

Smooth cut grass knives. (VENDOR REQUIREMENT) Vendor to indicate type material and hardness of cutter Cutter head shall have 112 forged, hardened to 40-50Rc, self-cleaning, reversible all-purpose knives, or 56

Cutter shaft shall have operating speed of 2,400 RPM at rated tractor RPM.

## PAGE 6 OF 7 STATE ANY DEVIATIONS

## Cutter Shaft cont.

Cutter shaft shall be a minimum of 6" diameter and 3/8" wall with 2 3/16" diameter bearings, bearings shall be manufactured in the US. Each Bearing race shall have 2 set screws, counter-sunk into cutter shaft end shaft to prevent movement.

Cutter shaft shall have maximum clearance of 3/32" from bearing wrap protection.

Knife swing circumference shall be a minimum of 58 1/2".

Knife interchangeability shall not require change of cutter shaft.

## **Ground Roller**

Ground roller shall be 6 5/8" diameter, with a self-cleaning mounting system.

The ground roller assembly shall have a stationary sleeve bearing positioned on mounting shaft extending from either end.

into the end of ground roller assembly. The bearing housing shall be connected to a flexible bearing seal on the inboard end of mounting shaft. The outboard end shall have a thrust bearing within the vertically positionable The housing shall have a stationary helical flight and seal guard fitted internally into ground roller, extending bearing housing. An O-ring shall substantially surrounds the thrust bearing held in place by a groove formed within the vertically positionable bearing housing.

Internal stub shafts shall be axially and radially designed and are replaceable.

No externally mounted bearing cap shall extend beyond vertically positionable housing. (VENDOR REQUIREMENT) Vendor shall describe Roller System, no exception or deviation will be accepted.

## PAGE 7 OF 7 STATE ANY DEVIATIONS



#### CITY OF ST. LOUIS **DEPARTMENT OF FINANCE** OFFICE OF THE SUPPLY COMMISSIONER

CAROL L. SHEPARD, CPA SUPPLY COMMISSIONER FRANCIS G. SLAY MAYOR

**1200 MARKET ST RM 324** SAINT LOUIS MO 63103 PHONE 314-622-4580 FAX 314-622-4141

#### **ATTENTION BIDDERS**

Please carefully review all information requested in this bid package.

Failure to submit requested samples, literature or any other requested information may result in disqualification of your bid or any portion of your bid.

Also the reasons indicated below may disqualify your bid. If you have any questions, call the buyer indicated in this bid package.

#### This form must be returned with your bid.

	> Two or more bids submitted for one item, unless instructed to do so. (item rejected)				
	>	Signature missing on bid or <u>any</u> required form.			
	>	Buy American Form not completed or returned. (may be rejected)			
	$\triangleright$	M/WBE Form not completed or returned. (may be rejected)			
	<b>&gt;</b>	Altered or erased unit prices must be initialed.			
	<b>A</b>	Faxed bid, unless specifically requested (will be rejected).			
	A	FOR CONTRACTS ONLY: Please provide your DUNS #  FOR CONTRACTS ONLY: Failure to submit required Bond by the date indicated.			
Ι	cert	ify that I have read and understand the information above.			
Sic	Signature Date				

#### ST. LOUIS DOMESTIC PRODUCTS PROCUREMENT ACT

The City of St. Louis has enacted an ordinance relating to the purchase of domestic products by City government, with penalty provisions. The ordinance amends Section 5.58.010 Revised Code of the City of St. Louis, 1986, as amended by adding thereto new subsections dealing with the requirement that the Supply Commissioner or his designee give preference to goods or commodities manufactured in the United States of America, stating exceptions to said policy. Sections one through six are reprinted below.

Section One. Section 5.58.010 Revised Code of the City of St. Louis is hereby amended by adding the following language: Each solicitation to bid and the method of describing the items to be bid upon of any goods or commodities sought to be purchased by the Office of Supply Commissioner, and any contract entered into by and on behalf of the City of St. Louis and executed by the Mayor and/or the Comptroller of the City of St. Louis wherein the construction, alteration, repair or maintenance of any public works is the subject of the contract so executed, shall contain a provision that the goods or commodities furnished or used in the furtherance of said project by any contractor or subcontractor, manufacturer or supplier as the case may be, shall be manufactured, assembled or produced in the United States, and said requirement as defined above shall be stated in said bid.

**Section Two.** The provision of Section One of this Ordinance shall not apply in the following instances:

- (i) Where the item purchased as the contract entered into for repairs or renovation is less than One Thousand (\$1,000.00) Dollars.
- (ii) Where no line of a particular good or product is manufactured, assembled or produced in the United States.
- (iii) Where the acquisition of United States manufactured or produced goods would increase the cost by more than (10%) percent.

Section Three. The certificate required by this section shall specify the nature of the contract, the product being purchased or leased, the names and addresses of the United States manufacturers and producers contracted by the Commissioner or the project architect or engineer, and an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten percent.

Section Four. No public agency may authorize, provide for, or make any payment to any vendor or contractor upon any contract in violation of section 2 of this act. Prior to the awarding of the bid and before any public agency authorizes, provides, or makes payment to any vendor or contractor upon any contract to which section 2 or 6 of this act applies, the vendor or contractor shall provide proof of compliance with section 2, and, if applicable, section 6 of this act. Any vendor or contractor who knowingly misrepresents any material fact to the public agency concerning the origin of any manufactured goods or commodities shall be guilty of a Class A misdemeanor.

**Section Five.** Sections 1 to 6 of this act shall apply only to contracts and subcontracts entered into after the effective date of this act, and shall not limit the use or supply of manufactured goods or commodities purchased or leased prior to the effective date of this act.

Section Six. Nothing in sections 1 or 6 of this act is intended to contravene any existing treaty, law, agreement, or regulation of the United States. All contracts under section 1 or 6 of this act shall be entered into in accordance with existing treaty, law, agreement, or regulation of the United States including all treaties entered into between foreign countries and the United States regarding export-import restrictions and international trade and shall not be in violation of sections 1 to 6 of this act to the extent of such accordance.

#### **Interpretations and Guidelines**

Section One: "Shall be manufactured" is interpreted to mean to make or process a raw material into a finished product or to turn-out in a mechanical manner. "Assembled" is interpreted to mean to fit or to join together the parts, gather, or to congregate in a manufacturing environment. "Produced" is interpreted to mean to create by manual or physical effort, to make or yield to customary product or products.

**Section Two (i)** This is interpreted to mean less than one thousand dollars in aggregate (total purchases).

(iii) When applying this subsection, multiply the cost of the foreign product by ten percent and compare the cost to the American product. If the American product cost is less than the sum of the cost of the foreign product plus ten percent, the award will be made to the vendor bidding the American product. The price paid by the City of St. Louis will be the actual price bid by the winning bidder.

**Section Three:** "Could not supply sufficient quantities" is interpreted to mean in order to meet the using agency's delivery schedule and in quantity specified.

Section Four: The vendor's authorized representative must complete a self-certification form, as required by the existing procedures previously indicated. These certification forms will be used to determine whether the manufacturer or producers could, or could not supply sufficient quantities, or the cost of the products would increase the contract by more than ten percent.

Prior to the City awarding the bid, the vendor shall provide certification that the product being bid is manufactured, assembled or produced in the United States or there is an existing treaty, law or regulation whereby the product bid shall be treated the same as product manufactured, assembled or produced in the United States. The procuring agency shall accept the self certification in order to apply the percentage differential that is applicable under this law. Failure to provide certification shall cause the city to presume that such product is not American made and preference shall not be considered for that product.

FORM 170-64 (Rev. 8/04) - Page 2

BY:

#### CERTIFICATION FORM ST. LOUIS DOMESTIC PRODUCTS PROCUREMENT ACT

(BUY AMERICAN)

Bidders are advised of legislation enacted by the City of St. Louis which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured, assembled or produced in the United States, unless obtaining American made products would increase the cost of this contract by more than ten percent.

Section Four requires the vendor or contractor to certify his compliance with this legislation and if applicable, Section Six, if preference is claimed.

This legislation does not apply if the total bid is less than one thousand dollars (\$1,000.00).

Bids received will be evaluated on the basis of this legislation. Certificates of compliance must be completed and returned to be considered for preference. Failure to provide certification shall cause the City to presume that such product is not American made. CERTIFICATION If all the specified goods or products are manufactured, assembled or produced in the United States, check box at left and complete certification at the bottom of this form. SECTION SIX CERTIFICATION If any or all of the specified goods or products are manufactured, assembled or produced in a country other than the "United States", and exemption is requested because such product is Fair Trade Product: (a) list the country, other than the United States, where each good or product you propose to furnish is manufactured, assembled or produced; (b) check box at left of this paragraph and list corresponding commodities and (c) complete Section Six Documentation portion below. Item Number(s) Location Where Item Manufactured, Assembled or Produced SECTION SIX DOCUMENTATION The specified goods or products are treated as manufactured, assembled or produced in the United States under an existing treaty, law, agreement or regulation of the United States regarding export-import restrictions and international trade. List item Number(s) and Treaties covering item below. DEFINITIONS MANUFACTURED - to make or process a raw material into a finished product; create, or to produce or to turn-out in a mechanical manner. - to fit or join together the parts in a manufacturing environment. ASSEMBLED - create by manual or physical effort, to make or yield the customary product or products. PRODUCED MUST BE COMPLETED AND SIGNED I hereby certify that the above information is true and correct and further certify that this statement complies with all provisions of Section 5.58.010 Revised Code of the City of St. Louis, 1985, as amended. FIRM NAME: ADDRESS:

STATE: ZIP: \_\_\_\_ CITY:

(SIGNATURE and TITLE)

#### CITY OF ST. LOUIS/SUPPLY DIVISION MINORITY/WOMEN BUSINESS ENTERPRISES FORM (M/WBE FORM)

#### A. Mayor's Executive Order #28, Section Six - Supply Contracts

- 1. The goal of the City of St. Louis is that 25% of the value of all contracts let and purchases made by the Supply Commissioner shall be let or made with Minority Business Enterprises (MBEs) and that 5% of the value of all contracts let and purchases made by the Supply Commissioner shall be let or made with Women's Business Enterprises (WBEs).
- 2. All contracts let by the Supply Division for the purchase or lease of materials, equipment, supplies, commodities or services, the estimated cost of which exceeds \$500, shall be subject to this goal.
- 3. The methods by which the Supply Commissioner shall pursue this goal shall include but not be limited to the following:
  - The Supply Commissioner shall solicit bids from minority business enterprises and women's business enterprises certified to supply the required materials, equipment, supplies or services;
  - b. St. Louis Airport Authority (SLAA) shall provide the Supply Commissioner with a list of minority business enterprises and women's business enterprises qualified to provide each of those commodities that the Supply Commissioner indicates are required by the City;
  - c. The Supply Commissioner shall notify SLAA prior to solicitation of bids whenever no such qualified businesses are available;
  - d. SLAA shall attempt to identify such qualified businesses, and if successful, shall notify the Supply Commissioner of their availability; and
  - e. The Supply Commissioner shall provide such minority business enterprises and women's business enterprises every practical opportunity to submit bids.
- 4. Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.
- 5. Participation of MBE and WBE firms located outside the St. Louis Metropolitan Statistical Area (SMSA) shall not count toward the goals established in this order.

#### B. SUPPLY DIVISION POLICY

It is the policy of the Supply Division that all bids/contracts awarded adhere to the Mayor's Executive Order #28. All vendors are encouraged to comply with this policy and all other provisions of Executive Order #28. A copy of Executive Order #28 is available upon request. Each Vendor/ Contractor (bidder) must complete, sign and return this M/WBE Form. Failure to complete, sign and return the M/WBE Form will result in the bid being declared non responsive and your bid may be eliminated.

#### C. OBLIGATION

The bidder agrees to make a good faith effort to ensure that M/WBE businesses have an opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with City funds. The bidder will take all necessary and reasonable steps to ensure that said businesses have an opportunity to compete for and perform under this bid/contract. The bidder shall not discriminate on the basis of race, color, national origin or sex in the award and performance of bids/contracts. The Directory of Disadvantaged, Minority and Women Owned Business Enterprises certified by the City of St. Louis, can be viewed at www.mwdbe.org.

#### CITY OF ST. LOUIS/SUPPLY DIVISION MINORITY/WOMEN BUSINESS ENTERPRISES FORM (M/WBE FORM)

. BID	BID/CONTRACT IDENTIFICATION				
Bid	1 #: c	or Contract Name:	·		
Оре	ening Date;	_ Your Bid Total:	\$		
on	If your bid is \$500 or higher, please complete Section 'E". We are NOT requesting information on how your company currently supports M/WBE suppliers. We want to know if there are opportunities you might consider to work with M/WBE suppliers for THIS SPECIFIC bid/contract.				
ASS	SURANCE MBE/WBE Goal: 2	5% MBE and 5% WE	BE (Minimum Participation)		
	ting in my capacity as an officer of the unde ouis that on this bid/contract my company	• , ,	-		
Meet	t or exceed the M/WBE goal with:	% MBE and	% WBE Participation		
Pro	posed MBE Vendor Name:		Amount \$		
Iten	n or materials to be supplied by MBE Vend	dor:			
	posed WBE Vendor Name:				
	n or materials to be supplied by WBE Ven				
Faii i	to meet the M/WBE goal, but made a go	ood faith effort to m	eet the goals as follows:		
2	%MBE and% WBE Participa	ition (Enter Proposed	Vendor information above.)		
Not r	meet the M/WBE goal for the following	reasons(s):(Check	All That Apply)		
	Our Company is an MBE certified by the	e State of:	M Committee of the comm		
	Our Company is a WBE certified by the	State of:			
	We have contacted suppliers listed in th	e SLAA Directory bu	s for this bid/contract		
	There are no subcontracting opportuniti	es for this bid/contrac			
	We are a Dealer and the order will be do	op-shipped from the	manufacturer to the user		
	We are the manufacturer and the order	will be drop-shipped	from the factory to the user		
	A letter of explanation is attached				
	Other reason:		7-4-1		
FIRM NAM	E:		AL ID NUMBER:		
SIGNATUR	RE:	FAX NU	MBER:		
	AME:				
TITLE:		= 114			

#### ORDINANCE #69431 Board Bill No. 295 Committee Substitute As Amended

An Ordinance repealing Section One, part 86.040 of Ordinance 56716, pertaining to the opening of bids, codified as Section 5.58.040 of the Revised Code of the City of St. Louis, and enacting a new provision on the same subject matter which allows a local bidder to match the lowest bid when the lowest bid is from a non-local bidder; enacting a new provision on the same subject matter; containing severability clause.

WHEREAS, local businesses which seek to enter into contracts with the City of St. Louis are at a competitive disadvantage with businesses from other areas because of the higher administrative costs of doing business in the City;

WHEREAS, the City of St. Louis desires to encourage businesses to remain in the City and to relocate to the City;

WHEREAS, by enacting a local preference law that allows a local firm to match the lowest bid when its bid is within 2% percent of the lowest bid, the City hopes to encourage and stimulate local business.

#### BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. Section One, part 86.040, Ordinance 56716 is hereby repealed.

SECTION TWO. Enacted in lieu thereof is the following new section.

5.58.040 - Opening of bids.

- A. Proposals shall be opened at the time and place fixed by the advertisement, in the presence of such bidders as desire to be present, and shall be open to the inspection of bidders.
- B. The bids shall not be materially modified or amended as to price, specification or otherwise, nor substitutions placed thereon, after opening except when the lowest bid is from a non-local bidder. When the lowest bid is from a non-local bidder, any local bidder within two percent of the lowest bid may match the lowest bid. If a local bidder matches the lowest bid, then the Supply Commissioner may select the bid from the local bidder. If more than one local bidder is within two percent of the lowest bid, then only the lowest local bidder may match the bid. In all other circumstances, modification, supplementation or amendment shall cause rejection of the bid. For purposes of this chapter, local bidder means a bidder whose principal place of business is within the City of St. Louis, has had a valid business license for at least one year, and is current in payment of local taxes. Principal place of business shall be defined as the business's physical office, plant, or site where a majority (51%) of the full-time employees, chief officer, and managers of the business regularly work and conduct business, or where the plant or office and equipment required for the furnishing of the goods or performance of the services provided to the City, as required by the contract, are physically located in the City of St. Louis for at least one taxable year immediately prior to the date of the bid.
- C. Bids may be for one or more or all the articles advertised for, but there shall be a specific bid on each article. The award may be made to the lowest bidder for any article, or to the lowest bidder for the entire requisition or any part thereof, but the Board of Standardization may reject any or all bids or any part of any bid.

#### SECTION THREE. Severability.

The provisions of this section are severable. If any provision of this ordinance is declared invalid, that invalidity shall not affect other provisions of the ordinance which can be given effect without the invalid provision.

Approved: April 29, 2013

#### CITY OF ST LOUIS, MISSOURI INSTRUCTION TO BIDDERS (for request for quotations - RFQs)

VENDORS SHOULD CAREFULLY READ THE FOLLOWING INSTRUCTIONS AND TERMS AND CONDITIONS, BEFORE SUBMITTING QUOTATION. **CAUTION: THIS IS NOT AN ORDER** 

- Quotations will only be accepted on this form which must be returned in a <u>sealed envelope</u>. <u>The upper left corner of the envelope must include the following information: Vendor Name, Quotation Number and the Due By Date.</u> This information is also required on any mail delivered next day or overnight.
- Quotations should be typewritten or in ink. Altered or erased unit price(s) must be initialed. One copy of Quotation Sheet must be submitted, please retain a copy for your files.
- The Supply Commissioner reserves the right to reject any or all bids.
- The Supply Commissioner reserves the right to make awards on an item basis or on a total basis.
- Bidders must quote Unit Price(s) and Extension on each item. When an error appears on an extension, the Unit Price(s) will govern.
- When Quotation Sheet requests item(s) by brand name and your quote is for an alternate brand show brand name(s) with model number(s) and attach full specifications.
- When Quotation Sheet has only a general description(s) of item(s) required show brand name with model number(s) and attach full specifications.
- Suppliers shall not offer more than one bid on each item. Two or more quotations on the same item may cause a rejection of the bid. Suppliers must determine which one of their many styles or types fully meet the specification.
- Freight or delivery charges must be included in quote, or shown separately on quote, so bid can be evaluated.
- <u>Bids must arrive no later than NOON</u> on the date stated or will be rejected. Faxed or E-mailed bids are not accepted unless specifically requested.
- Bids will be publicly opened on the date specified beginning at NOON.
- Prices quoted will be considered firm.
- Bids having an acceptance limit of less than 30 days after opening date may be rejected.
- Time of proposed delivery must be stated in definite terms.
- Failure of Bidder to understand the item(s) requested or any part of the specifications will not be a valid reason for bidding on the wrong item(s). Any questions regarding description of item(s) requested should be cleared with the Buyer listed in the bid document.
- Samples when requested must be delivered before actual time of bid opening with each sample plainly tagged showing the name of Bidder, Quotation Number, Brand Name and lot number or quality. Submission of samples does not relieve bidder from meeting the specifications as outlined in the Bid Documents unless the bidder specifically states they are bidding on an alternate.
- All samples are to be submitted to the address listed below unless otherwise stated in Bid Documents.
- Deliveries must be accompanied by a packing slip or invoice, listing the Department, Quotation Number, and the exact quantities of each item included in the shipment.
- ONLY U.S.P., N.F., OR N.N.D. DRUGS ARE ACCEPTABLE. ALL DRUGS MUST COME IN MANUFACTURER'S ORIGINAL PACKAGES, PROPERLY SEALED.
- In the event the successful bidder fails to make delivery of any item or items that meet the conditions and requirements as outlined in this proposal within 7 days of time stated by bidder on face of this quotation sheet, the City reserves the right to purchase said item or items on the "OPEN MARKET" and charge any costs above the BID PRICE to the bidder.
- The laws of the State of Missouri provide that the City of St. Louis pay no State Sales or Use Tax or Federal Excise Taxes and these taxes should be excluded from your bid price. Federal Excise Tax Exemption Certificates will be furnished to successful bidder.
- Suppliers shall save harmless the City of St. Louis from the payment of any and all claims or demands arising out of any infringement, alleged infringement, or use of any patent or patented device, article, system, arrangement, material or process used by him in the execution of this contract.
- Supply Division hours are Monday through Friday 8:00 A.M. to 5:00 P.M. Main Number: 314-622-4580.

#### All bids must be submitted in a SEALED ENVELOPE and mailed to:

SUPPLY COMMISSIONER 1200 MARKET ST RM 324 ST LOUIS MO 63103-2842